

**IN THE CHANCERY COURT FOR LEWIS COUNTY
AT HOHENWALD, TENNESSEE**

In re:

SENTINEL TRUST COMPANY

)
)
)
) No. 4781
)

Objections of Danny N. Bates, et al.,
to Motions of Receiver for
Approval of Expenditures and Disbursements re:
Fort Pierce, Florida and Hernando County, Florida
and Tarrant County, Texas Bond Issues

These objections are made by Danny N. Bates, Clifton T. Bates, Howard H. Cochran, and Gary L. O'Brien, in their capacities as duly-elected and serving Directors of Sentinel Trust Company, Danny N. Bates, who owns most and controls all outstanding stock in the said corporation, and by Sentinel Trust Company itself (to such extent as Sentinel's directors may retain authority to defend it against its attempted destruction by the Tennessee Commissioner of Financial Institutions), all hereinafter collectively referred to as "Respondents," and make the objections set out below to the aforementioned motions noticed for hearing for February 28, 2005:

1. Each of the motions recognizes the correct amount of the semi-annual fees due Sentinel Trust Company (under its statement of fees and charges) pertaining to the two issues, these fixed and unchanging semi-annual amounts being \$9,193.75 per half-year for Ft. Pierce and \$6,250.00 per half-year for Hernando County (Ft. Pierce Motion, Ex. B, p. 2, and Hernando Motion, Ex. B, p. 2), and \$18,884.38 for Tarrant County (Tarrant Motion, Ex. B, p. 2) but the Receiver otherwise fails to honor the schedule of fees and charges contractually binding upon Sentinel and each of the bond-issuers for which it acts as trustee.

2. Each overdrafted bond issuer incurred charges for overdrafts caused by the

expenditures for its collections in excess of cash held in its names, this including a monthly charge of 1½%, added to the overdraft and compounded monthly, which, upon eventual realization of a profit, is divisible pro-rata among all non-defaulted bond-issuers whose moneys from the bond pool were used in collection costs. Under the terms of such contracts and schedule, the order of priority in entitlement to a bond-issuer's liquidated collateral was 1st, repayment of the full cost of collections including attorney fees and court costs, 2nd, restoration to the pooled funds of the full amount of that bond-issuers's overdraft, including compounded monthly charges for the benefit of the owners of the pooled funds, 3rd, reservation for future payment to Sentinel of all fees pertaining to such defaulted issue as obligations (paid into and held in the pooled funds for future fee disbursement), and 4th, pro-rata disbursement of all remaining funds among the bondholders of the defaulted issue's bonds.

3. There was previously filed in the Davidson County Chancery Court, in support of a petition filed therein in relation to *certiorari* proceedings an affidavit of Danny Bates, marked therein as "Exhibit H", a copy of which is attached hereto as so marked, which included an Affidavit Exhibit A, a listing of all overdrafted bond trust accounts from Sentinel records; among these were the amounts of overdrafts on defaulted bond accounts, including the 1½% monthly compounded charges, as of May 11, 2004, which reported such balances through the end of April, 2004. Such Affidavit Exhibit A showed the overdraft charges through April to be \$305,209.87 for Ft. Pierce, \$739,588.12 for Hernando County and \$871,480.98 for Tarrant County. Applying the 1½% per month, compounded, for the 8 months through December, 2004, would add to each 12.648926%, being \$38,605.77 for Ft. Pierce resulting in a total of \$343,815.64 for it, an added charge for Hernando County of \$93,549.95, for a total of \$835,138.07, and an added charge of \$110262.90 for Tarrant County, for a total of \$981,713.96.. Therefore, the three in combination should increase the pool funds by \$2,1158,667.67.

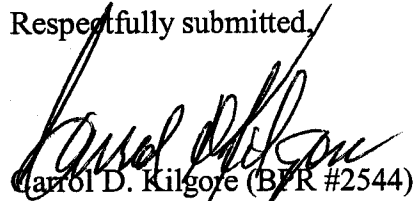
4. By failing to adhere to such contractually-established charges, the Receiver proposes to "pay back"—whether by book entries or actual monetary transfers does not appear to be stated—\$444,747.29 for Hernando County (Hernando Motion, p. 4), and \$130,468.89 for Ft. Pierce (Ft. Pierce Motion, p. 3), and \$390,040.70 for Tarrant County totaling \$965,256.88 (Tarrant County Motion, p. 4), being an underpayment by the receiver into the pooled fund balance of \$1,193,410.97. This is essentially a conversion of moneys belonging to the non-defaulting bond-issuers which

collectively own moneys within the pooled funds for the benefit of their bondholders.

WHEREFORE, these parties OBJECT to the grant of such motion, and respectfully suggest that the Court should withhold all approval until the Receiver shall have shown the segregation and payment into the pooled funds of the arrearage due from each of the bond-issuer accounts, and the retention of actual disbursement of all earned fees unless and until the total collected compounding charges against the defaulted bond-issuers shall be adequate to restore the pooled-fund account to a positive balance.

These parties will be represented in courtroom presentation of these objections by local co-counsel.

Respectfully submitted,



Carol D. Kilgore (BFR #2544)
Attorney for Objecting Parties
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Local Co-Counsel
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CERTIFICATE OF SERVICE

It is hereby certified that a copy of the foregoing brief has hand-delivered this February 25, 2005, postage prepaid, to the following:

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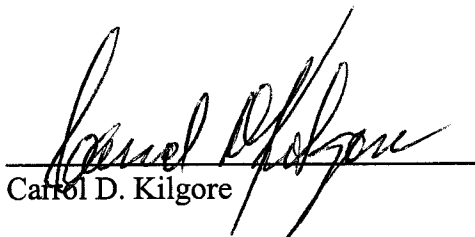
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Carol D. Kilgore

AFFIDAVIT OF DANNY N. BATES

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

BEFORE ME the undersigned authority, on this day personally appeared Danny N. Bates, who after being by me duly sworn, upon his oath deposed and stated the following:

1. My name is Danny N. Bates, a resident of Lewis County, Tennessee, and I am over 18 years of age, and fully competent to make this Affidavit. I have personal knowledge of the facts stated herein.

2. I have read the transcript of the hearing in Lewis County Chancery Court on July 12, 2004, wherein Graham Matherne, Attorney for the Receiver stated that Sentinel's monthly fee entitlement for June, 2004, was "twenty-five to thirty thousand dollars as noted in the petition" (Hearing transcript page 10) and that such fees were "ever dwindling as we move forward" (Hearing transcript page 6).

3. While I had previously made an estimate from recollection that the fees receivable in each June and December should be around \$90,000, I have subsequently found reports in previous Board minutes showing that the June, 2004 fees should have been approximately \$73,437.50, excluding termination fees and default administration fees and charges.

4. The only way such a small amount as \$24,000 could be credited to Sentinel as earned fees in June, 2004, is to fail to include some of the fees, which fees, payable as earned, should have been as follows:

Corporate Trust Administration Fees:
Performing Accounts \$17,243.75
Defaulted Accounts, with Cash \$25,881.25

Defaulted Accounts in Overdraft	\$16,312.50	
Sub-total, Corporate Trust	\$59,437.50	
Municipal Agencies:	\$14,000.00	
Total Current Fees Receivable		\$73,437.50

5. The foregoing fees do not include overdraft charges at the rate of 1.5% per month on overdrafts in defaulted bond issues and do not include other, earned default administration charges and fees and termination fees, for which alone there should have been about \$35,712.50 in fees receivable. This means a total that should have actually been payable to Sentinel for June of the $\$73,437.50 + \$35,712.50$ less the \$16,312.50 in fees on the overdraft status accounts which, though credited as receivable cannot be actually withdrawn due to the overdraft, thus totaling about \$92,837.50 in withdrawable fees.

6. With further reference to the transcript of the hearing in the Lewis County Chancery Court on July 12, 2004, I noted that Attorney Matherne reported to the Court, "Most specifically, Your Honor, the receivership has received fees, Sentinel fees that had been charged on a particular bond default (emphasis added). And we are in possession of those fees now." To my recollection, Sentinel Trust Company did not carry any default charges on its corporate books for defaulted bond issues, carrying them instead on the books of the Trust Department for final credit to the so-called pooled account #4049233 at SunTrust Bank as trust funds. It is my understanding and Sentinel's past practice that any use of funds properly to be credited to the Trust Department account would be a conversion or misappropriation of trust funds since the receivable did not belong to Sentinel Trust Co. until such time as all defaults have been cleared up.

7. In addition, Attorney Matherne (Hearing transcript page 2) stated, "...fees taken and realized from the bringing in of defaulted bond recovery efforts are assets of the receivership estate, or assets of the Sentinel receivership." To the contrary, it is only assets carried on Sentinel's corporate books which may be treated as "assets of the Sentinel receivership" and any assets carried on the books of the Trust Department are and must be treated as trust funds, which may not be used

for corporate purposes.

8. I lack information sufficient to identify the source and character of these bond default fees but believe they may have arisen from one or more defaulted bond issues, the receipt of funds against prior receivable should have been treated as deposits into the trust account #4049233 with SunTrust Bank and should not have been available for payment of receivership fees and expenses. Attached hereto as **Exhibit A** is a listing of Trust Department Receivables as of May 11, 2004, funds from the collection of which in toto should be or have been deposited into the SunTrust Bank account #4049233 (the "pooled" account) upon collection. All these items should be treated as trust funds except for those items mirrored on Sentinel's corporate books as an account receivable and similarly carried on the Trust Department's books as an account payable to Sentinel Trust Company for earned fees.

9. With reference to the Commissioner's and Receiver's application in the aforesaid Hearing for approval of transfer of mostly State and Local Government Securities ("SLGS") required by Federal statutes and regulations to be used only for the payment of particular defeased bond issues, inasmuch as all of the proceeds of those bonds must be paid to the bondholders of those named issues, the only real benefit to any purchaser of Sentinel accounts in being able to receive control of those bond accounts is the value of the fees to be earned. The total amount of such fees related to the named accounts will be about \$18,368.75, with about \$4,771.25 receivable in 2004, \$7,517.50 in 2005, and \$6,080.00 in 2006. The brief terms that these issues have remaining and the fee amounts which must seem paltry and or trivial in comparison to the total amounts of money that corporate fiduciaries must deal with could surely not be important factors in any competitor's determination in whether to bid for Sentinel's trust business.

10. There appears to me to be an unnecessarily frantic rush by the Commissioner and his receiver to seek legitimization of the sale of Sentinel's trust business and to obtain some judicial approval to justify paying expenses from trust funds in order to fund their destruction of Sentinel Trust Company.

12. Virtually all of the municipal bond agencies handled by Sentinel Trust Company as bond registrar and paying agent deliver funds to meet scheduled payments to bondholders on one day prior to or as long as a week before the appointed principal and interest payment dates. To my recollection, it is only the City of Colquitt, Georgia, the Huntsville Utility District of Scott County, Tennessee and the City of Oglethorpe, Georgia out of all the hundred or so municipal agencies which customarily sent in monthly installments of principal and interest next coming due. Most of their monies were held invested in United States Treasury Bills. There should, consequently, be little or no impact on the balance of funds held in the SunTrust Bank account #4049233, the so-called "pooled" fund, on June 1, 2004 or in any other month of any other year.

13. Most of the performing indenture trusts (that is to say, those trusteeships not in default status) serviced by Sentinel Trust Company provide monthly payments in amounts equal to one-sixth of the interest next coming due and one-twelfth of the principal next coming due together with one month's fee accrual and, in some cases, monthly installments for deposit into other required funds, such as Working Capital, Insurance and Tax, and Maintenance and Replacement Reserve funds. Such receipts are deposited into the SunTrust Bank account #4049233 and properly credited to the referenced accounts and sub-accounts of each such bond issuer. On information and belief, there are about three and one-half dozen such accounts, delivering approximately \$200,000 per month (that is, \$1.2 million during every six-month period) for deposit into the SunTrust Bank account to be held and/or invested pending timely payment and distribution to bondholders of each such issue at their scheduled semi-annual payment dates. These are trust funds and are not and have never been part of Sentinel's corporate assets. The fee portion, if any of such monthly deposits, are contractually earned and payable to Sentinel at the end of each such semi-annual payment cycle applicable to each such indenture trusteeship.

14. To my recollection, there is an average of about \$3 million in principal and interest payable each month on bonds of such indenture trusteeships. Only a portion of such payments are required to be funded with monthly installments however, some being payable only a day or so in

advance of scheduled bond payment dates. Consequently any reduction in account balances held in the SunTrust Bank account #4049233 at the end of one month would be replenished by monthly installments delivered in subsequent, post-payment date deposits. From recollection, I estimate the monthly fluctuation in the 4049233 account balance would be approximately \$600,000, plus or minus, based on an average distribution of semi-annual payment dates. There should, consequently, be little or no lasting impact on the balance of funds held in the SunTrust Bank account #4049233, the so-called "pooled" fund, on June 1, 2004 or in any other month of any other year.

15. I swore to the certiorari petition, although it may have been unintentionally misleading in its Paragraph 18 in literal reading as pointed out in the Commissioner's answer to the petition, being as follows:

"Sentinel earned fees under its contracts regarding every bond issue not in default, and when the excessive withdrawals became necessary, while periodic checks were issued to Sentinel, it retained some of them uncashed so that for each such uncashed check, the cash remained in the 'pooled trust fund' as security against inadequate liquidity. On the date the Respondent Commissioner seized possession of Sentinel properties, the total of such uncashed checks held by Sentinel, to assure adequate liquidity, was approximately \$2,600,000.00."

The approximately \$2.6 million was in a category of checks to be printed which were never printed, in that their non-negotiation "covered" the lengthy but temporary cash-flow shortage. They were entered on the books as paid, so that the remaining cash on hand would reflect the amount of cash that *should be available* considering checks that should have been issued but were not yet negotiated. At the same time, the computer records contained a list of checks not yet issued, and a computer report of unissued checks would include all these individual checks awaiting printing, but which, for cash flow purposes, cannot instantly be issued until cash inadequacy is overcome.

16. Contrary to the answer to our Petition for Certiorari, the petition did not allege that the actual amount of monetary shortage (pending collection from defaulted issues) couldn't be determined, but only that it was "impossible, *without extended labor*, to compute the total amount by which each bond fund's charges exceed withdrawn amounts by *such mathematical methods*, and *such effort would have no purpose*, but the cumulative 'overdraft' balance is far greater than the

money utilized from the pooled fund to carry out Petitioner's fiduciary responsibilities." (Petition, Paragraph 17; emphasis added). The reason that computation by such *mathematical methods* would be extremely difficult is because of the simple compounding factor that differs in effect every month, and because this would require a month-by-month review of every one of the over 60 defaulted issues, and the "overdraft" or "receivables" balances include the compound interest factors on defaulted issues still open, but on the closed defaulted issues (those on which no further collection is possible) there may have been a write-off of a portion of the 1½% monthly charge.


17 However, the actual cash shortage while awaiting total collections from the defaulted issues is very easy to compute at the end of any month. That is true because, as alleged in the petition, each account with a cash balance is credited each month with its earnings at the actual SunTrust rate. Therefore, simply by totaling these, it can be determined the total amount of cash that **should be** in the pooled account, and by simply subtracting this from the actual cash per SunTrust records, after reconciliation of the bank statement, reflects (if a negative balance) the exact amount of the cash shortage to be made up through legal collection work followed by a cash payment by Sentinel at the end to cover any of its obligation. Equally, at the end, after all collection efforts shall have been completed, if this computation shows a positive balance, that will be the exact amount of profit made for the bond funds from the 1½% compounded monthly charge after deducting collection costs. Such a computation shows that as of the end of March, 2004, the total cash that should have been in the "pooled cash fund" was \$13,842,844, the amount actually there was \$10,675,166, leaving a deficiency at that time of \$3,167,678, to be made up from completion of collection efforts, deduction from Sentinel's earned but unpaid fees, plus any required cash contribution by Sentinel.

18 Totally omitted by the Commissioner from both his charges and the answer to the Petition, Sentinel had both part of its owners' and all of Sentinel's assets available to cover the eventual shortage, if any, plus a written loan commitment for \$1,000,000.00 from the Bank of Nashville, as well as the contractual fees to be earned from trust business on hand of over \$9,000,000.00 available to assure solvency at the end of the collection process. The examiners were

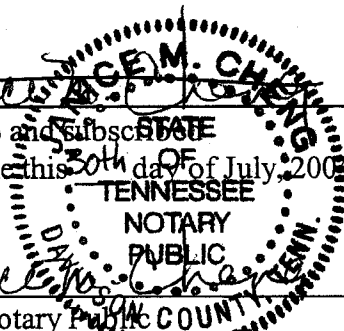
provided the records they wanted, and any questions they asked were answered to the extent that we had the knowledge. Of course, we were not given a hearing on written charges before the Commissioner made his seizure and liquidation decisions. Indeed, when we were summoned to come before the Commissioner on two prior occasions when this occurred, our advice from counsel representing us, Waller, Lansden, Dortch & Davis, was to respond only to direct questions and otherwise, let the attorneys do all the talking.

19. I am the President and Chief Executive Officer of Sentinel Trust Company and its principal shareholder. The facts stated herein are true and correct except for such as are identified as being estimated computations or being based on information and belief, all of which I believe to be true on the basis of such computation, information, of other indicated source.

FURTHER THE AFFIANT SAITH NOT.



Danny N. Bates

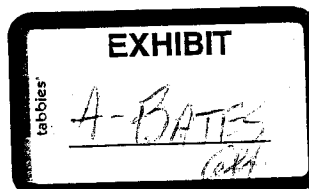

Sworn to and subscribed before me this 30th day of July, 2008.
TENNESSEE
NOTARY
PUBLIC
My Commission Expires: 5-22-08

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05/11/04

Trust Dept QbkE Control Account
Open Invoices
As of May 11, 2004

Type	Date	Num	P. O. #	Terms	Due Date	Aging	Open Balance
Aircraft Leasing & Funding Co							
Invoice	1/1/04	1494		Due on r...	1/1/04	131	150,982.70
Total Aircraft Leasing & Funding Co							150,982.70
Atoka, Tipton Co, Tennessee							
Invoice	5/11/04	RP10...			5/11/04		436.85
Total Atoka, Tipton Co, Tennessee							436.85
Benton County, Tennessee							
Invoice	5/11/04	RP10...		Due on r...	5/11/04		250.00
Total Benton County, Tennessee							250.00
Camden, Tennessee							
Invoice	5/11/04	RP10...			5/11/04		2,425.00
Total Camden, Tennessee							2,425.00
Cave Springs, GA Series 1994							
Invoice	1/1/04	1509		Due on r...	1/1/04	131	46,491.87
Total Cave Springs, GA Series 1994							46,491.87
Cave Springs, GA Series 1996							
Invoice	1/1/04	1510		Due on r...	1/1/04	131	42,609.16
Total Cave Springs, GA Series 1996							42,609.16
City of Adamsville							
Invoice	5/11/04	RP10...		Due on r...	5/11/04		1,739.52
Total City of Adamsville							1,739.52
City of Brighton							
Invoice	5/11/04	RP10...			5/11/04		625.84
Total City of Brighton							625.84
City of Hohenwald							
Invoice	5/11/04	RP10...			5/11/04		676.08
Total City of Hohenwald							676.08
City of Livingston							
Invoice	5/11/04	RP10...			5/11/04		411.25
Total City of Livingston							411.25
City of McKenzie							
Invoice	5/11/04	RP10...			5/11/04		1,020.34
Total City of McKenzie							1,020.34
City of Millersville							
Invoice	5/11/04	RP10...		Due on r...	5/11/04		355.12
Total City of Millersville							355.12
City of Waynesboro							
Invoice	5/11/04	RP10...		Due on r...	5/11/04		366.81
Total City of Waynesboro							366.81
Crab Orchard Utility District							
Invoice	5/11/04	RP10...			5/11/04		653.80
Total Crab Orchard Utility District							653.80
Dade City, FL Series 1996							
Invoice	1/1/04	1508		Due on r...	1/1/04	131	184,780.38
Total Dade City, FL Series 1996							184,780.38
Dekalb County, TN							
Invoice	5/11/04	RP10...			5/11/04		500.00



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Trust Dept QbkE Control Account

Open Invoices

As of May 11, 2004

Type	Date	Num	P. O. #	Terms	Due Date	Aging	Open Balance
Total Dekalb County, TN							500.00
Dublin, GA Series 1994							
Invoice	1/1/04	1507		Due on r...	1/1/04	131	81,740.68
Total Dublin, GA Series 1994							81,740.68
Ft Pierce, Fla Lyford Cove							
Invoice	4/30/04	DA10...		Due on r...	4/30/04	11	2,183.81
Invoice	5/11/04	OD10...		Due on r...	5/11/04		303,116.06
Total Ft Pierce, Fla Lyford Cove							305,299.87
Grundy County, Tennessee							
Invoice	5/11/04	RP10...		Due on r...	5/11/04		2,909.38
Total Grundy County, Tennessee							2,909.38
Hernando Co, Fla Tangerine Cove							
Invoice	4/30/04	DA10...		Due on r...	4/30/04	11	298.05
Invoice	5/11/04	OD10...		Due on r...	5/11/04		739,260.07
Total Hernando Co, Fla Tangerine Cove							739,558.12
Highlands Co, Fla Series 1994							
Invoice	1/1/04	1506		Due on r...	1/1/04	131	113,625.37
Total Highlands Co, Fla Series 1994							113,625.37
Jackson HEFB Series 89							
Invoice	1/1/04	1504		Due on r...	1/1/04	131	104,936.34
Total Jackson HEFB Series 89							104,936.34
Jackson HEFB Series 93							
Invoice	1/1/04	1505		Due on r...	1/1/04	131	44,783.99
Total Jackson HEFB Series 93							44,783.99
Jacksonville Series 94							
Invoice	1/1/04	1502		Due on r...	1/1/04	131	53,292.73
Total Jacksonville Series 94							53,292.73
Jacksonville Series 96							
Invoice	1/1/04	1503		Due on r...	1/1/04	131	225,485.91
Total Jacksonville Series 96							225,485.91
Jefferson Co, AR							
Invoice	4/30/04	DA10...		Due on r...	4/30/04	11	4,434.74
Invoice	5/11/04	OD10...		Due on r...	5/11/04		497,801.86
Total Jefferson Co, AR							502,236.60
Jose Eber Salons Inc							
Invoice	4/30/04	DA10...		Due on r...	4/30/04	11	18.11
Invoice	5/11/04	OD10...		Due on r...	5/11/04		131,708.23
Total Jose Eber Salons Inc							131,726.34
Lawrence County, TN							
Invoice	5/11/04	RP10...			5/11/04		38.97
Total Lawrence County, TN							38.97
Lee Co, AL Industrial Dev Auth							
Invoice	4/30/04	DA10...		Due on r...	4/30/04	11	5,062.50
Invoice	5/11/04	OD10...		Due on r...	5/11/04		578,847.08
Total Lee Co, AL Industrial Dev Auth							583,909.58
Liberty Co, GA Midway							
Invoice	1/1/04	1492		Due on r...	1/1/04	131	57,489.31
Invoice	4/30/04	DA10...		Due on r...	4/30/04	11	187.50
Invoice	5/11/04	OD10...		Due on r...	5/11/04		42,393.48

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Trust Dept QbKE Control Account

Open Invoices

As of May 11, 2004

Type	Date	Num	P. O. #	Terms	Due Date	Aging	Open Balance
Total Liberty Co, GA Midway							100,070.29
New Market Utility District							
Invoice	5/11/04	RP10...		Due on r...	5/11/04		408.10
Total New Market Utility District							408.10
Newton Co, GA Series 1989							
Invoice	1/1/04	1493		Due on r...	1/1/04	131	101,148.42
Total Newton Co, GA Series 1989							101,148.42
North Utility District							
Invoice	5/11/04	RP10...			5/11/04		250.00
Total North Utility District							250.00
Northstar Financial Corp							
Invoice	1/1/04	1495		Due on r...	1/1/04	131	607,673.72
Total Northstar Financial Corp							607,673.72
Ray & Ross Transport, Inc.							
Invoice	1/1/04	1496		Due on r...	1/1/04	131	502,820.33
Total Ray & Ross Transport, Inc.							502,820.33
Roane Co, TN HEFB Marshall Voss Prj							
Invoice	1/1/04	1501		Due on r...	1/1/04	131	113,692.34
Total Roane Co, TN HEFB Marshall Voss Prj							113,692.34
Rome-Floyd Co, GA Series 1996							
Invoice	1/1/04	1500		Due on r...	1/1/04	131	79,680.19
Total Rome-Floyd Co, GA Series 1996							79,680.19
Rusk Co HFC Texas Choice							
Invoice	5/11/04	OD10...		Due on r...	5/11/04		80,750.03
Total Rusk Co HFC Texas Choice							80,750.03
Sentinel Trust Co.							
General Journal	4/7/00	5402		Due on r...			-60,392.10
Invoice	12/31/99	ADJ01		Due on r...	12/31/99	1593	60,392.10
Total Sentinel Trust Co.							0.00
Sullivan Co, TN Kingsport Sr Living Proje							
Invoice	4/30/04	DA10...		Due on r...	4/30/04	11	3,843.75
Total Sullivan Co, TN Kingsport Sr Living Proje							3,843.75
Sumner Co, TN HEFB Series 1989							
Invoice	1/1/04	1499		Due on r...	1/1/04	131	83,146.99
Total Sumner Co, TN HEFB Series 1989							83,146.99
Tarrant Co, TX Comm Hlth Fdn Series 91							
Invoice	1/1/04	1490		Due on r...	1/1/04	131	265,145.10
Invoice	4/30/04	DA10...		Due on r...	4/30/04	11	1,423.05
Invoice	5/11/04	OD10...		Due on r...	5/11/04		604,912.83
Total Tarrant Co, TX Comm Hlth Fdn Series 91							871,480.98
Toombs Co-Vidalia, GA Series 1997							
Invoice	4/30/04	DA10...		Due on r...	4/30/04	11	3,874.63
Total Toombs Co-Vidalia, GA Series 1997							3,874.63
Town of Pikeville							
Invoice	5/11/04	RP10...		Due on r...	5/11/04		500.00
Total Town of Pikeville							500.00
Town of Spencer							
Invoice	5/11/04	RP10...		Due on r...	5/11/04		250.00

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05/11/04

Trust Dept QbKE Control Account

Open Invoices

As of May 11, 2004

Type	Date	Num	P. O. #	Terms	Due Date	Aging	Open Balance
Total Town of Spencer							250.00
Tri-Star Financial Corp							
Invoice	1/1/04	1497		Due on r...	1/1/04	131	539,147.12
Total Tri-Star Financial Corp							539,147.12
Walton Co, Fla Series 1996							
Invoice	1/1/04	1498		Due on r...	1/1/04	131	317,252.77
Total Walton Co, Fla Series 1996							317,252.77
Warren County Utility District							
Invoice	5/11/04	RP10...		Due on r...	5/11/04		1,461.44
Total Warren County Utility District							1,461.44
Washington Co, MS M-F Urban Renewal							
Invoice	4/30/04	DA10...		Due on r...	4/30/04	11	6,220.29
Invoice	5/11/04	OD10...		Due on r...	5/11/04		460,454.44
Total Washington Co, MS M-F Urban Renewal							466,674.73
Wayne County, Tennessee							
General Journal	6/19/01	010547		Due on r...			-1,643.43
Invoice	6/1/01	4807		Due on r...	6/1/01	1075	650.10
Invoice	6/1/01	4810		Due on r...	6/1/01	1075	601.32
Invoice	6/1/01	4813		Due on r...	6/1/01	1075	392.01
Total Wayne County, Tennessee							0.00
Woodlawn Utility District							
Invoice	5/11/04	RP10...		Due on r...	5/11/04		250.00
Total Woodlawn Utility District							250.00
TOTAL							7,198,244.43